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Attorneys for Plaintiff
EDNA A. CAMPBELL

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Pursuant to the Court’s April 15, 2025 Notice Regarding Case Management Statement (Dkt. 27), Plaintiff EDNA CAMPBELL (“Plaintiff”) and Defendant JAGUAR LAND ROVER NORTH AMERICA LLC (“Defendant” or “JLRNA”),

1 collectively, the “Parties”, submit this Joint Case Management Statement in
2 accordance with the Standing Order for All Judges of the Northern District of
3 California.

4 **A. STATEMENT OF THE CASE:**

5 In or around July 2022, Plaintiff purchased a Used – Certified Pre-Owned 2019
6 Land Rover Discovery Sport vehicle (VIN SALCR2FX4KH801577). Plaintiff alleges
7 that during the term of the express warranty the vehicle experienced nonconformities
8 which substantially impaired the vehicle’s use, value, or safety, and that the
9 nonconformities remained unrepairs despite a reasonable number of repair attempts.
10 Defendant denies that there was a substantial impairment, and denies that any
11 nonconformity remained unrepairs after a reasonable number of repair attempts.

12 **B. SUBJECT MATTER JURISDICTION**

13 This action was originally filed in the Superior Court for the County of San
14 Francisco on October 16, 2024. Defendant removed this case to Federal Court on
15 November 18, 2024, pursuant to 28 U.S.C. §§ 1441 and 1332 based on diversity of
16 citizenship and a total amount in controversy over \$75,000.

17 **C. LEGAL ISSUES:**

18 Based on the facts set forth in the Complaint, Plaintiff brought causes of action
19 for breach of express and implied warranty. The parties are unaware of any
20 noteworthy substantive, procedural, or evidentiary issues.

21 **D. DAMAGES:**

22 Plaintiff seeks damages as provided in Civil Code section 1794 and section
23 1793.2(d). Plaintiff also seeks a civil penalty in the amount of up to two times actual
24 damages pursuant to Civil Code section 1794, subdivision (c) and (e).

25 **E. PARTIES AND EVIDENCE**

26 **Parties:**

27 Edna Campbell, Plaintiff.

1 Jaguar Land Rover North America, LLC, Defendant.

2 No additional parties are anticipated.

3 **Potential Witnesses**

4 The parties anticipate that plaintiff Edna Campbell and a representative of
5 defendant JLRNA will be called as witnesses. The parties additionally anticipate
6 that dealership service personnel who worked on the Vehicle or interacted with
7 Plaintiff may be called as witnesses, as well as any family members or friends who
8 drove the Vehicle or experienced the issues alleged by Plaintiff.

9 **Key Documents:**

10 The parties believe the key documents will include the sales brochure,
11 Owner's Manual, and warranty guide for the Vehicle, the sales file for the Vehicle,
12 the repair orders and invoices for repair attempts made to the Vehicle, including the
13 warranty repair history, and any documents showing Plaintiff's damages.

14 **F. INSURANCE:**

15 There is no insurance coverage for this claim.

16 **G. MOTIONS:**

17 The parties do not anticipate filing any motions seeking to add additional
18 parties, amend claims, or transfer venue at this point.

19 **H. DISPOSITIVE MOTIONS:**

20 The parties do not anticipate filing any dispositive motions at this time. The
21 parties reserve the right to file dispositive motions.

22 **I. COMPLEXITY:**

23 The Parties do not believe that the case is complex or requires reference to the
24 procedures set forth in the Manual on Complex Litigation.

25 **J. STATUS OF DISCOVERY:**

26 The parties have not yet exchanged initial written discovery.

27 // /

1 **K. DISCOVERY PLAN:**

2 **1. Proposed Changes in Limits on Discovery or Disclosures**

3 The parties do not propose any changes to limits on discovery or changes to
4 the disclosures procedure.

5 **2. Protective Order**

6 JLRNA believes the standard protective order for the Northern District
7 would be appropriate for this matter.

8 **3. Phasing of Discovery**

9 The parties do not believe that discovery should be conducted in phases.

10 **4. Subjects on Which Discovery May Be Needed**

11 Plaintiff will seek discovery on the alleged defects experienced by Plaintiff,
12 repair efforts to address said defects, warranty coverage for Plaintiff's experienced
13 issues, and JLRNA policies and procedures for responding to repurchase requests.
14 Plaintiff will likely seek discovery related to JLRNA's internal investigations and
15 analysis into same/similar defects in other similarly-situated vehicles to establish
16 Defendant's knowledge of the defects experienced by Plaintiff, its inability to repair
17 the defects, and willful violation of the Song-Beverly Act by failing to promptly
18 repurchase and/or replace the Subject Vehicle. JLRNA will seek discovery as to
19 Plaintiff's experiences with the vehicle, the lease of the vehicle, and Plaintiff's
20 contended damages.

21 **L. DISCOVERY CUT-OFF:**

22 At least 45 days before trial.

23 **M. EXPERT DISCOVERY:**

24 At least 25 days before trial.

25 **N. SETTLEMENT CONFERENCE AND ALTERNATIVE DISPUTE
26 RESOLUTION (“ADR”):**

27 The Parties are amenable to voluntary mediation to be conducted at a mutually

1 agreeable date.

2 **O. TRIAL ESTIMATE:**

3 Plaintiff requests a jury trial and estimate that trial will take 3-5 days.

4 **P. TRIAL COUNSEL:**

5 For Plaintiff: Kevin Jacobson, Gregory Sogoyan and Joshua Kohanoff

6 For Defendant: Rick Stuhlbarg and Michael Chung.

7 **Q. INDEPENDENT EXPERT OR MASTER:**

8 The Parties will not require the appointment of a master pursuant to Federal
9 Rule of Civil Procedure 53 or an independent scientific expert.

10 **R. SCHEDULING**

Completion of Fact Discovery	February 26, 2026
Expert Witness Exchange	May 19, 2026
Rebuttal Expert Witness Exchange	May 28, 2026
Completion of Expert Discovery	August 28, 2026
Dispositive Motion Hearing Cut-Off	July 14, 2026
Final Pretrial Conference	September 15, 2026
Jury Trial	September 22, 2026

18 **S. OTHER ISSUES**

19 None at this time.

21 DATED: April 30, 2025

BOWMAN AND BROOKE LLP

22 BY: /s/ Michael Chung

23 Brian Takahashi

24 Richard L. Stuhlbarg

25 Michael Chung

26 Attorneys for Defendant

27 JAGUAR LAND ROVER NORTH
AMERICA, LLC

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1 DATED: April 30, 2025

QUILL & ARROW, LLP

2 BY: /s/ Roy Enav
3 Kevin Y. Jacobson
4 Gregory Sogoyan
5 Roy Enav
6 Attorneys for Plaintiff
7 EDNA CAMPBELL

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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on April 30, 2025, I filed the foregoing document entitled
3 **JOINT CASE MANAGEMENT STATEMENT** with the clerk of court
4 using the CM/ECF system, which will send a notice of electronic filing to all counsel
5 of record in this action.

6

7 */s/Roy Enav* _____
8 Roy Enav

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